

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

2 Valuation of Security

0 Assumption of Executory Contract or Unexpired Lease

0 Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT
District of New Jersey**In Re: **Thomas P McCabe
Adriana M McCabe**Case No.: 19-32377Judge: ABA

Debtor(s)

CHAPTER 13 PLAN AND MOTIONS☐ Original☒ Modified/Notice RequiredDate: 3/25/2020☐ Motions Included☐ Modified/No Notice Required**THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE.****YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney TD

Initial Debtor: TPM

Initial Co-Debtor AMM

Part 1: Payment and Length of Plan

a. The debtor shall pay 785.00 Monthly to the Chapter 13 Trustee, starting on 12/1/2019 for approximately 60 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

- ☒ Future Earnings
☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property
Description:
Proposed date for completion: _____

☐ Refinance of real property:
Description:
Proposed date for completion: _____

☐ Loan modification with respect to mortgage encumbering property:
Description:
Proposed date for completion: _____

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☐ Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection

☒ NONE

a. Adequate protection payments will be made in the amount of \$____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to ____ (creditor).

b. Adequate protection payments will be made in the amount of \$____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: ____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

| Creditor | Type of Priority | Amount to be Paid |
|----------------------|------------------|-------------------|
| Thomas E. Dowey, Esq | Attorney Fees | \$3,250.00 |

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:

Check one:

- ☒ None
☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

| Creditor | Type of Priority | Claim Amount | Amount to be Paid |
|----------|------------------|--------------|-------------------|
|----------|------------------|--------------|-------------------|

Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

| Creditor | Collateral or Type of Debt | Arrearage | Interest Rate on Arrearage | Amount to be Paid to Creditor (In Plan) | Regular Monthly Payment (Outside Plan) |
|----------------------------|--------------------------------------------------|-----------|----------------------------|-----------------------------------------|----------------------------------------|
| Veterans United Home Loans | House@ 3104 Sunset Ave. Williamstown, N.J. 08094 | 39,521.58 | 0 | 39,521.58 | \$1,535.00 |

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

| Creditor | Collateral or Type of Debt | Arrearage | Interest Rate on Arrearage | Amount to be Paid to Creditor (In Plan) | Regular Monthly Payment (Outside Plan) |
|----------|----------------------------|-----------|----------------------------|-----------------------------------------|----------------------------------------|
|----------|----------------------------|-----------|----------------------------|-----------------------------------------|----------------------------------------|

c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

| Name of Creditor | Collateral | Interest Rate | Amount of Claim | Total to be Paid through the Plan Including Interest Calculation |
|------------------|------------|---------------|-----------------|------------------------------------------------------------------|
|------------------|------------|---------------|-----------------|------------------------------------------------------------------|

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☐ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

NOTE: A modification under this section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Superior Liens | Value of Creditor Interest in Collateral | Annual Interest Rate | Total Amount to Be Paid |
|----------|------------|----------------|------------------------|----------------|------------------------------------------|----------------------|-------------------------|
| | | | | | | | |

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☐ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

| Creditor | Collateral to be Surrendered | Value of Surrendered Collateral | Remaining Unsecured Debt |
|--------------|------------------------------|---------------------------------|--------------------------|
| Ally Capital | 2012 Jeep Liberty | 10800.00 | 7241.00 |

f. Secured Claims Unaffected by the Plan ☒ NONE

The following secured claims are unaffected by the Plan:

Creditor

g. Secured Claims to be Paid in Full Through the Plan ☒ NONE

| Creditor | Collateral | Total Amount to be Paid through the Plan |
|----------|------------|------------------------------------------|
|----------|------------|------------------------------------------|

Part 5: Unsecured Claims ☐ NONE

a. **Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$___ to be distributed *pro rata*
- ☐ Not less than ___ percent
- ☒ *Pro Rata* distribution from any remaining funds

b. **Separately classified unsecured claims shall be treated as follows:**

| Creditor | Basis for Separate Classification | Treatment | Amount to be Paid |
|----------|-----------------------------------|-----------|-------------------|
|----------|-----------------------------------|-----------|-------------------|

Part 6: Executory Contracts and Unexpired Leases ☐ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

| Creditor | Arrears to be Cured in Plan | Nature of Contract or Lease | Treatment by Debtor Pay Outside Plan Assume | Post-Petition Payment |
|------------|-----------------------------|-----------------------------|---------------------------------------------|-----------------------|
| Kia Motors | 0 | Car Lease | | \$379.00 |

Part 7: Motions ☐ NONE

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens under 11 U.S.C. Section 522(f). ☒ NONE

The Debtor moves to avoid the following liens that impair exemptions:

| Creditor | Nature of Collateral | Type of Lien | Amount of Lien | Value of Collateral | Amount of Claimed Exemption | Sum of All Other Liens Against the Property | Amount of Lien to be Avoided |
|----------|----------------------|--------------|----------------|---------------------|-----------------------------|---------------------------------------------|------------------------------|
|----------|----------------------|--------------|----------------|---------------------|-----------------------------|---------------------------------------------|------------------------------|

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☒

NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Superior Liens | Value of Creditor's Interest in Collateral | Total Amount of Lien to be Reclassified |
|----------|------------|----------------|------------------------|----------------|--------------------------------------------|-----------------------------------------|
|----------|------------|----------------|------------------------|----------------|--------------------------------------------|-----------------------------------------|

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☐ NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Amount to be Deemed Secured | Amount to be Reclassified as Unsecured |
|----------|------------|----------------|------------------------|-----------------------------|----------------------------------------|
| | | | | | |
| | | | | | |

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon Confirmation
☐ Upon Discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) Other Administrative Claims
- 3) Secured Claims
- 4) Lease Arrearages
- 5) Priority Claims
- 6) General Unsecured Claims

d. Post-Petition Claims

The Standing Trustee ☒ is, ☐ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☒ NONE

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified:

Explain below **why** the plan is being modified:

Explain below **how** the plan is being modified:

Surrender 2012 Jeep Liberty

Are Schedules I and J being filed simultaneously with this Modified Plan? ☐ Yes ☐ No

Part 10 : Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to *Local Form, Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: November 26, 2019

/s/ Thomas P McCabe

Thomas P McCabe

Debtor

Date: November 26, 2019

/s/ Adriana M McCabe

Adriana M McCabe

Joint Debtor

Date: November 26, 2019

/s/ Thomas E. Dowey, Esq

Thomas E. Dowey, Esq

Attorney for the Debtor(s)

Certificate of Notice Page 7 of 8

United States Bankruptcy Court
District of New JerseyIn re:
Thomas P McCabe
Adriana M McCabe
DebtorsCase No. 19-32377-ABA
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-1

User: admin
Form ID: pdf901Page 1 of 2
Total Noticed: 38

Date Rcvd: Mar 27, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 29, 2020.

db/jdb +Thomas P McCabe, Adriana M McCabe, 3104 Sunset Ave., Williamstown, NJ 08094-4337
518673699 +Ally Capital, Law Offices of John R. Morton, Jr., 110 Marter Ave., Suite 301,
Moorestown, NJ 08057-3124
518593598 ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238
(address filed with court: Bank of America, P.O. Box 982234, El Paso, TX 79998)
518593603 ++CORTRUST BANK, PO BOX 7030, MITCHELL SD 57301-7030
(address filed with court: CorTrust Bank NA, P O Box 7010, Mitchell, SD 57301)
518593607 +First Premier Bank, P.O. Box 5524, Sioux Falls, SD 57117-5524
518679906 +Hyundai Lease Titling Trust, PO Box 20825, Fountain Valley, CA 92728-0825
518636811 +JPMorgan Chase Bank, N.A., s/b/m/t Chase Bank USA, N.A.,
c/o Robertson, Anschutz & Schneid, P.L., 6409 Congress Avenue, Suite 100,
Boca Raton, FL 33487-2853
518593613 +KML Law Group, PC, 216 Haddon Ave, Suite 406, Westmont, NJ 08108-2812
518593611 Kia Motors, P.O. Box 20609, Fountain Valley, CA 92728
518593612 +Kia Motors Finance, Attn: Bankruptcy Dept, P.O. Box 20809, Fountain Valley, CA 92728-0809
518674901 +Midland Credit Management, Inc., PO Box 2037, Warren, MI 48090-2037
518636990 Mortgage Research Center, LLC, d/b/a Veterans United Home Loans, KML Law Group PC,
Sentry Office Plaza, 216 Haddon Avenue, Suite 206, Westmont, NJ 08108
518702027 +Mortgage Research Center, LLC, d/b/a Veterans United Home Loans et.al, c/o Cenlar FSB,
425 Phillips Boulevard, Ewing, NJ 08618-1430
518593617 +Veterans United Home Loans, 1400 Veterans United Drive, Columbia, MO 65203-3005

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
smg E-mail/Text: usanj.njbankr@usdoj.gov Mar 28 2020 00:06:07 U.S. Attorney, 970 Broad St.,
Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534

smg +E-mail/Text: ustpregion03.ne.ecf@usdoj.gov Mar 28 2020 00:06:06 United States Trustee,
Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,
Newark, NJ 07102-5235
cr E-mail/Text: ally@ebn.phinsolutions.com Mar 28 2020 00:05:27 Ally Capital,
serviced by Ally Servicing LLC, PO Box 130424, Roseville, MN 55113-0004
518636492 E-mail/Text: ally@ebn.phinsolutions.com Mar 28 2020 00:05:27 Ally Capital, PO Box 130424,
Roseville MN 55113-0004
518593596 +E-mail/Text: ally@ebn.phinsolutions.com Mar 28 2020 00:05:27 Ally Financial,
6985 Union Park Center, Midvale, UT 84047-6076
518593597 +E-mail/Text: bk@avant.com Mar 28 2020 00:06:28 Avant Inc., PO Box 9183380,
Chicago, IL 60691-3380
518593599 E-mail/Text: bankruptcy@bbandt.com Mar 28 2020 00:05:48 BB&T, P.O. Box 1847,
Wilson, NC 27894
518593600 +E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Mar 28 2020 00:50:26 Capital One,
PO Box 6492, Carol Stream, IL 60197-6492
518647826 +E-mail/PDF: EBN_AIS@AMERICANINFOSOURCE.COM Mar 28 2020 00:51:17
Capital One Bank (USA), N.A., 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
518593601 +E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM Mar 28 2020 00:05:58 Comenity Bank,
Bankruptcy Dept., P.O. Box 183043, Columbus, OH 43218-3043
518593602 +E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM Mar 28 2020 00:05:58
Comenity Bank / Eddie Bauer, Bankruptcy Dept., P.O. Box 183043, Columbus, OH 43218-3043
518593604 +E-mail/PDF: creditonebknofications@resurgent.com Mar 28 2020 00:50:28 Credit One Bank,
P.O. Box 60500, City of Industry, CA 91716-0500
518593606 E-mail/Text: mrdiscen@discover.com Mar 28 2020 00:05:29 Discover Financial Services,
P.O. Box 15316, Wilmington, DE 19850
518687965 E-mail/Text: JCAP_BNC_Notices@jcap.com Mar 28 2020 00:06:14 Jefferson Capital Systems LLC,
Po Box 7999, Saint Cloud Mn 56302-9617
518593609 +E-mail/Text: bk.notifications@jpmchase.com Mar 28 2020 00:06:00 JP Morgan Chase Bank,
PO Box 29505, Phoenix, AZ 85038-9505
518593610 +E-mail/Text: BKRMailOPS@weltman.com Mar 28 2020 00:05:53 Kay Jewelers, P O Box 740425,
Cincinnati, OH 45274-0425
518693742 E-mail/PDF: resurgentbknofications@resurgent.com Mar 28 2020 00:50:33 LVNV Funding, LLC,
Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
518621312 E-mail/PDF: MerrickBKNotifications@Resurgent.com Mar 28 2020 00:56:03 MERRICK BANK,
Resurgent Capital Services, PO Box 10368, Greenville, SC 29603-0368
518593614 +E-mail/PDF: MerrickBKNotifications@Resurgent.com Mar 28 2020 00:56:08 Merrick Bank,
P.O. Box 9201, Old Bethpage, NY 11804-9001
518678322 +E-mail/Text: JCAP_BNC_Notices@jcap.com Mar 28 2020 00:06:14 Premier Bankcard, Llc,
Jefferson Capital Systems LLC Assignee, Po Box 7999, Saint Cloud Mn 56302-7999
518593615 +E-mail/PDF: gecsedirecoverycorp.com Mar 28 2020 00:50:19 Synchrony Bank,
ATTN: Bankruptcy Dept., P.O. Box 965064, Orlando, FL 32896-5064
518595651 +E-mail/PDF: gecsedirecoverycorp.com Mar 28 2020 00:50:19 Synchrony Bank,
c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
518593616 +E-mail/PDF: gecsedirecoverycorp.com Mar 28 2020 00:53:08 Synchrony Bank / Amazon,
P O Box 960013, Orlando, FL 32896-0013
518593618 +E-mail/Text: bnc-bluestem@quantum3group.com Mar 28 2020 00:06:28 Webb Bank/ Fingerhut,
6250 Ridgewood ROA, Saint Cloud, MN 56303-0820

TOTAL: 24

District/off: 0312-1

User: admin
Form ID: pdf901

Page 2 of 2
Total Noticed: 38

Date Rcvd: Mar 27, 2020

***** BYPASSED RECIPIENTS (continued) *****

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

518593605* +Credit One Bank, P.O. Box 60500, City of Industry, CA 91716-0500
518593608* +First Premier Bank, P.O. Box 5524, Sioux Falls, SD 57117-5524

TOTALS: 0, * 2, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 29, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 26, 2020 at the address(es) listed below:

Denise E. Carlon on behalf of Creditor Mortgage Research Center, LLC d/b/a Veterans United
Home Loans, a Missouri Limited Liability Company dcarlon@kmlawgroup.com,
bkgroup@kmlawgroup.com
Isabel C. Balboa ecfmail@standingtrustee.com, summarymail@standingtrustee.com
John R. Morton, Jr. on behalf of Creditor Ally Capital ecfmail@mortoncraig.com,
mortoncraigecf@gmail.com
Thomas E. Dowey on behalf of Debtor Thomas P McCabe tdesquire@hotmail.com
Thomas E. Dowey on behalf of Joint Debtor Adriana M McCabe tdesquire@hotmail.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 6